

## PREAMBLE

This Agreement entered into this Thirteenth day of February, 1973, by and between the Board of Education of Hamburg, New Jersey, Hereinafter called the "Board", and the Hamburg Education Association, hereinafter called the "Association".

## WITNISSETH:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of the Hamburg School District is their primary aim and that the character of such education depends predominately upon the quality of teaching, the availability of materials, the functional utility of facilities, the release of imagination in planning, the application of democratic processes in administration, and the maintenance of high morale among the teaching faculty.

WHEREAS, the Board and the Hamburg Education Association pursuant to Chapter 303, Public Laws, 1968, have an obligation to negotiate with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, be it,

RESOLVED, in consideration to the following mutual covenants, it is hereby agreed as follows:

ARTICLE I  
RECOGNITION

A.        UNIT

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all teachers, nurses, and librarians, whether under contract, on leave, on a per diem basis, employed, or to be employed by the Board.

B.        DEFINITION OF TEACHER

The term "teachers", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

## ARTICLE II

### NEGOTIATION OF SUCCESSOR AGREEMENT

#### A. DEADLINE DATE

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws, 1968, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin between October 15th and October 31st of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated when approved by the Board and the Association shall apply to all teachers and be reduced to writing, be signed by the Board and the Association.

#### B. MODIFICATION

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

### MISCELLANEOUS

A. The parties agree to follow the procedure outlined in the Agreement and to use no other channels to resolve any question or proposal until the procedures within this Agreement are fully exhausted.

B. Neither party shall have control over the selection of the negotiating representatives of the other party.

C. The Board agrees not to negotiate, concerning said employees in the negotiating unit as defined in Article I of this Agreement with any organization other than the Association for the duration of this Agreement.

D. The negotiations between the Board of Education and the Association shall be conducted in private.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. Definitions

1. A grievance is a claim by a teacher or the Association based upon the interpretation, application, or violation of policies, agreements or administrative decisions affecting a teacher or a group of teachers.

#### 2. Aggrieved Person

An "aggrieved person" is the person or persons making the claim.

#### 3. Party in Interest

A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

#### B. Procedure

1. A teacher or other employee with a grievance must first discuss his problem with the Administrative Principal. Both parties will make every effort to resolve the grievance at this level.

2. If the issue is not resolved the aggrieved may request a rehearing with the Administrator.

3. If the teacher is dissatisfied, he may then present his grievance to the Board of Education in writing.

4. The Hamburg Education Association will elect a Grievance Committee. This committee when so designated in writing will be recognized by the Administrative Principal and the Board of Education. The procedure of the Grievance Committee must follow the procedure as outlined in 2 and 3 above.

Grievance must be filed within twenty (20) calendar days of its known occurrence

A Board hearing, if requested, shall be granted within fifteen (15) school days after the grievant's filing for appeal. The Board shall render its decision within ten (10) days after the completion of the hearing.

If after a cooling-off period of ten (10) days, the grievance remains unresolved either party may proceed to arbitration.

6. ARBITRATION

A. If the parties are unable to agree upon an arbitrator, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

B. The Arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The Arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The Arbitrator shall be without power or authority to make any decisions which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the Arbitrator shall be submitted to the Board and the Association and shall be advisory.

C. The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

1. Teacher and Association

Any aggrieved person after Step # 1 may be represented at all other stages of the grievance procedure by himself, or, at his option by a representative selected or approved by the Association.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

3. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public but shall include only such parties concerned and their designated or selected representatives.

4. Any employee involved in a grievance procedure is obliged to follow administrative directives for Board policies while the grievance procedures are being reviewed.

D. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

E. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall not be kept in the personnel file of any of the participants.

## ARTICLE IV

### ASSOCIATION RIGHTS AND PRIVILEGES

#### A. Information

The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the educational program.

#### B. Released time for Meetings

Whenever any representative of the Association or any Teacher participates during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.

#### C. Use of School Equipment & Facilities

The Association shall have the right to use school facilities and equipment with the approval of the Administrator. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.

## ARTICLE V

### TEACHING HOURS AND TEACHING LOAD

#### A. Teacher Day

##### 1. Check-in Procedure

As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in or clock out" by hours and minutes. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign-in" roster.

##### 2. Length of the day

A. The total in-school workday shall consist of not more than seven (7) hours and no (0) minutes excluding faculty meetings which shall include a duty free lunch period, as guaranteed to teachers under Section B of this article. On Fridays or on days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' day, whenever possible.

#### B. Lunch Periods

1. All teachers shall have a daily duty-free lunch period of at least thirty (30) minutes.

##### 2. Leaving the Building

Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods but must inform the office upon leaving and returning.

#### C. Meetings

##### 1. Prior to Holidays and Weekends

Except in emergencies, meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday, or other day upon which teacher attendance is not required at school. Such meetings shall not exceed one day per week unless deemed necessary.



ARTICLE V CONTINUED

2. Association Right to Speak

An Association representative may speak to the teachers during any meeting referred to in paragraph 1 above, for a reasonable period of time on the request of the representative. Teachers shall have the opportunity to suggest items for the agenda.

D. Inclement Weather

Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

## ARTICLE VI

### TEACHER EMPLOYMENT

#### A. Placement on Salary Schedule

##### 1. Adjustment to Salary Schedule

Each teacher shall be placed on his proper step of the salary schedule as of beginning of the 1973-74 school year. Any teacher employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

#### B. Notification of Contract

Teachers shall be notified of their contract and salary status for the ensuing year no later than April 1. Teachers shall, in turn, notify the Board of their intentions for the ensuing year no later than April 15.

ARTICLE VII

SPECIALISTS

A. Minimums

The Board and the Association recognize the fact that an adequate number of competent specialists is essential to the operation of an effective education program.

B. Substitutes

Beginning with the 1973-74 school year, the Board agrees at all times to maintain, to the best of their ability, an adequate list of substitute teachers who shall be provided with appropriate orientation and training by the administration to help them instruct the classes they cover.

ARTICLE VIII

TEACHER FACILITIES

A. During the 1973-75 school years, the Board shall maintain the following facilities:

1. Space in each classroom in which teachers may store instructional materials and supplies;
2. A serviceable desk, chair, and filing cabinet for the exclusive use of each teacher;
3. Copies, exclusively for each teacher's use, of all texts used in the subjects taught by the teacher;
4. Adequate books, paper, pencils, pens, chalk, erasers, and other such materials required in daily teaching responsibility;
5. Adequate chalkboard space in every classroom;
6. Each teacher may make recommendations on instructional materials for his class.

## ARTICLE IX

### TEACHER ASSIGNMENT

#### A. Notification date for presently employed teachers

All teachers shall be given written notice of their class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than June 1st.

#### B. Revisions

In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after June 1st, the teacher affected shall be notified promptly in writing and, upon the request of the teacher the changes shall be reviewed between the administrator and the teacher affected. In the event of any disagreement as to the need and desirability of such changes, the dispute shall be subject to the grievance procedure set forth herein.

#### C. Assignment Criteria

In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall only be assigned to teach in areas for which they hold a standard teaching certificate issued by the New Jersey State Board of Examiners.

ARTICLE X  
TEACHER EVALUATION

A. Non-tenure teachers

Non-tenure teachers shall be evaluated by their immediate superiors at least three (3) times in each school year, to be followed in each instance by a written evaluation report and by a conference between the teacher and his immediate superior for the purpose of identifying any deficiencies, extending assistance for their correction and improving instruction. Such evaluation in each instance shall consist of at least three (3) in-classroom observations.

B. General Criteria

1. Open Evaluation

All observations of the work performance of a teacher shall be conducted by the administrator and with full knowledge of the teacher.

2. Copies of evaluation

A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be placed in the teacher's file, or otherwise acted upon without prior conference with the teacher.

ARTICLE X

CONTINUED

C. Notification of Status

1. Date

On or before April 1 of each year, the Board shall give to each non-tenure teacher continuously employed since the preceding September 30, either;

- a. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment, but with such increases in salary and benefits as may be required by law of agreement between the Board and the Association, or
- b. A written notice that such employment shall not be offered.

2. Notification of Intention to Return

If the teacher desires to accept such employment, he shall notify the Board of such acceptance, in writing, on or before April 15, in which event such employment shall continue as provided for herein. In default of such notice, the Board shall not be required to continue the employment of the teacher.

ARTICLE XII

TEMPORARY LEAVES OF ABSENCE

- A. Absence due to a death in the teacher's or employee's immediate family or household shall be allowed with full pay for the required period up to five school days, upon notification to the administrative principal. The term "immediate family" shall include spouse, mother, mother-in-law, father, father-in-law, sister, brother, and child.
- B. For emergencies of a personal nature an allowance of up to four (4) days leave with full pay, upon prior approval of the administrative principal.
- C. Up to two (2) days for the purpose of visiting other schools or attending meetings of conferences of an educational nature. Subject to administrative approval.
- D. Leaves of absence with pay may be granted by the Board for good reason.
- E. Days taken, pursuant to Section A above, shall be in addition to any sick leave to which the teacher is entitled.



## ARTICLE XII

### EXTENDED LEAVES OF ABSENCE

#### A. MILITARY

Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery of any wound or sickness at the time of discharge.

#### B. Maternity

##### 1. Natural Birth

The Board shall grant maternity leave without pay to any tenure teacher upon request subject to the following stipulations and limitations:

(a) Maternity leave shall commence and end on the dates requested in writing by the teacher, subject to approval of the Board.

(b) Any tenure teacher granted maternity leave shall be restored to a teaching position upon written request and approval of the Board.

(c) No teacher shall be prevented from returning to work after childbirth solely on the grounds that there has not been a time lapse between childbirth and the desired date of return; when medical documentation of fitness is provided to the Board.

(d) The Board shall remove any teacher from her duties during pregnancy unless the teacher can produce a certificate from her physician that she is medically able to continue teaching.

ARTICLE XII

CONTINUED

C. BENEFITS

All benefits to which a teacher was entitled at the time his leave of absence commenced shall be restored upon return.

D. Extensions and Renewals

All extension or renewals of leaves shall be applied for and acknowledged in writing.

ARTICLE XIII

ABSENCE FOR PERSONAL ILLNESS

- A. Definition: Absence from post of duty because of personal disability due to illness or injury, or because of exclusion from school by medical authorization because of a contagious disease in the immediate family household.
- B. All teachers employed shall be entitled to twelve (12) sick days with full pay in each school year.
- C. If fewer than twelve (12) school days or allowed sick leave is taken in any school year, then the number of days not used shall be cumulative without limit.
- D. Absence on sick leave shall be charged first to the twelve (12) day allowance for the current year until it is fully utilized, and thereafter, to the cumulative credit to the extent that such credit is available to the individual teacher.
- E. In all absences on sick leave exceeding five consecutive school days, the teacher shall be required to file a physician's certificate with the administrative principal upon return.

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A.

Notification of Vacancies

1.

Date

No later than May 1st of each school year, the administrator shall make known to the faculty a list of known vacancies.

2.

Filing Requests

Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the administrator.

## ARTICLE XV

### Insurance Protection

#### A. Full Health-Care Coverage

As of the beginning of the 1973-74 school year, the Board shall provide the health-care insurance protection designated below.

1. Full New Jersey Blue Cross, Blue Shield, Rider J, and Major Medical benefits to be paid in full for all employees and eligible dependents.

## ARTICLE XVI

### SALARIES

#### A. Salary Schedule

1. The salary of each teacher covered by this agreement is set forth in schedule "A" which is attached hereto and made a part hereof.
2. Any teacher who has or shall achieve 30 credits beyond the M.A. Degree shall receive \$650.00 above the appropriate step of the M.A. scale of Schedule A.
3. When the Board and Association mutually agree, then the following services shall be offered as extra-duty position, and shall be compensated for at a rate of pay again mutually agreeable to the parties involved.
  1. Assistant to the Principal
  2. Reading Coordinator
  3. AVA Coordinator
  4. Band Director-parades, Etc.
  5. Those sports activities determined for each school year.
  6. Cheer Leading

SCHEDULE "A"  
HAMBURG ELEMENTARY SCHOOL SALARY GUIDE  
SCHOOL YEAR 1973-75

A.

SCHEDULE A.

YEAR	NON-DEGREE	B.A.	B.A. + 15	M.A.
1	7000	8400	8700	9100
2	7200	8725	9025	9425
3	7400	9050	9350	9750
4	7600	9375	9675	10,075
5	7800	9700	10,000	10,400
6	8100	10,025	10,325	10,725
7	8400	10,350	10,650	11,050
8	8700	10,675	10,975	11,375
9	9000	11,025	11,325	11,725
10	9400	11,375	11,675	12,075
11	9850	11,725	12,025	12,425
12	10,300	12,075	12,375	12,775
13	10,750	12,425	12,725	13,125
14	11,200	12,825	13,125	13,525

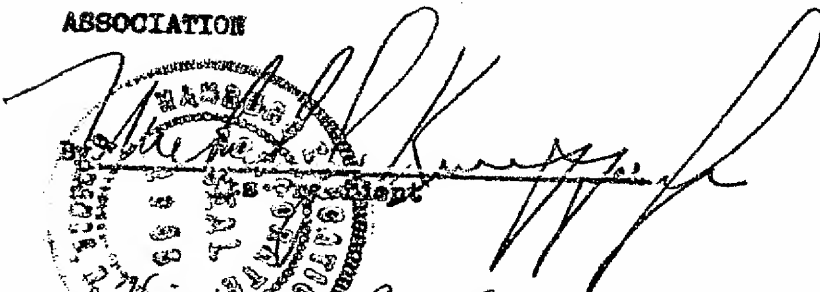
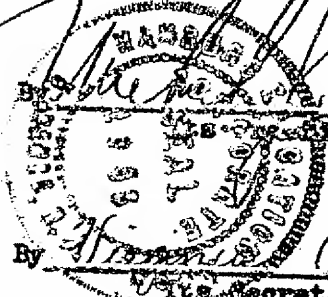
ARTICLE XVII

Duration of Agreement


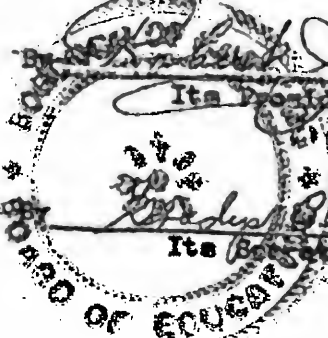
A. This Agreement shall be effective as of July 1, 1973, and shall continue in effect through June 30, 1975.

In witness whereof the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon, all on the day and year first above written.

ASSOCIATION

  
By  William C. Birtel  
Its Secretary

BOARD OF EDUCATION

  
By  Richard B. Vanderbeek  
Its Secretary